

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

STEPHEN KNOWLES, TRUSTEE, BRICKLAYERS OF)	
INDIANA RETIREMENT PLAN, BRICKLAYERS & TROWEL)	
TRADES INTERNATIONAL PENSION FUND, BRICKLAYERS)	
& ALLIED CRAFTWORKERS INTERNATIONAL HEALTH)	
FUND, BAC 4 IN/KY APPRENTICESHIP & TRAINING)	
PROGRAM, INTERNATIONAL UNION OF BRICKLAYERS)	
AND ALLIED CRAFTWORKERS 4 LOCAL OF INDIANA &)	
KENTUCKY,)	
Plaintiffs,)	No. 1:23-cv-502-
)	
v.)	
)	
KINGERY & SONS CONSTRUCTION, INC., an Indiana)	
domestic for-profit corporation,)	
)	
Defendant.)	

COMPLAINT

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ and ARNOLD AND KADJAN, LLP, complain against Defendant, KINGERY & SONS CONSTRUCTION, INC., as follows:

JURISDICTION AND VENUE

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended.
- (b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Funds as described in Paragraph 2, are administered and 29 U.S.C. Section 185(c).

PARTIES

2. (a) The Plaintiffs in this count are STEPHEN KNOWLES, TRUSTEE, BRICKLAYERS OF INDIANA RETIREMENT PLAN, BRICKLAYERS & TROWEL TRADES INTERNATIONAL PENSION FUND, BRICKLAYERS & ALLIED CRAFTWORKERS INTERNATIONAL HEALTH FUND, BAC 4 IN/KY APPRENTICESHIP

& TRAINING PROGRAM, INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS 4 LOCAL OF INDIANA & KENTUCKY (“the Funds”), and have standing to sue pursuant to 29 U.S.C. Section 1132(d)(1).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Bricklayers Union Local 4, IN/KY and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

3. (a) KINGERY & SONS CONSTRUCTION, INC. (hereafter "KINGERY"), employs persons performing bargaining unit work in the jurisdiction of Union and is bound to make contributions for hours worked by its bargaining unit employees.

(b) KINGERY has its principal place of business in Frankfort, Indiana.

(c) KINGERY is an employer engaged in an industry affecting commerce.

4. Since April 24, 1998, KINGERY has entered into a collective bargaining agreement with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees. (Exhibit “A”)

5. By virtue of certain provisions contained in the collective bargaining agreements, KINGERY is bound by the Trust Agreement establishing the Funds.

6. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, KINGERY is required to make contributions to the Funds on behalf of their employees

and, when given reasonable notice by Plaintiffs or their representatives, to submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

7. An audit was completed for the Local Fund for the time period April 1, 2016 through June 30, 2020 for \$3,554.66, which is due and owing, plus attorney's fees and costs.

8. An audit was completed for the International Fund for the time period of April 1, 2016 through June 30, 2020 for \$4,949.35, which is due and owing, plus attorney's fees and costs.

WHEREFORE, Plaintiffs pray for relief as follows:

A. Judgment be entered against KINGERY and in favor of Plaintiffs, in the amount shown due on the Local Fund audit for \$3,554.66 for the time period April 1, 2016 through June 30, 2020.

B. Judgment be entered against KINGERY and in favor of Plaintiffs, in the amount shown due on the International Fund audit for \$4,949.35 for the time period April 1, 2016 through June 30, 2020.

C. Plaintiffs be awarded their attorneys' fees, costs, interest, and liquidated damages pursuant to 29 U.S.C. 1132(g)(2) and Section 502(g)(2).

D. KINGERY be enjoined from violating the terms of the collective bargaining agreements and Trust Agreements by failing to make timely payments to the Funds and be ordered to resume making those payments.

E. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,

STEPHEN KNOWLES, et. al.

By: /s/ Donald D. Schwartz
One of their Attorneys

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